

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS, PLAN COMMISSION, AND COMMON COUNCIL WILL BE ATTENDING THIS MEETING; (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA
Administration Committee
Council Chambers, 3rd Floor- 140 Main St., Menasha
January 2, 2007

6:30 PM

AGENDA

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I. CALL TO ORDER

- A. Update on Steam Utility Project and Water Treatment Plant Project (Discussion Only)
- B. LPHD Performance Consolidated Grant Program Contract for Jan. 1, 2007 to December 31, 2007 between Division of Public Health of the Department of Health and Family Services and Menasha Health Department and authorize signature ☐ [Attachments](#)
- C. Choice One Communications, Application for Service and Agreement for 2007 and authorize signatures ☐ [Attachments](#)
- D. Purchase of 535 First St. from Winnebago County for \$16,610.26 ☐ [Attachments](#)
- E. R-01-07 - A Resolution Pertaining to Televising Common Council Meetings ☐ [Attachments](#)
- F. Contract with UW-Fox Valley for taping of Council and Committee meetings, and authorized signatures ☐ [Attachments](#)
- G. Accounts payable and payroll for the period 12-20-06/12-28-06 for the amount of \$585, 844.98 ☐ [Attachments](#)

II. ROLL CALL/EXCUSED ABSENCES

- A. -

III. ADJOURNMENT

- A. -

“Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-5117 24 hours in advance of the meeting for the City to arrange special accommodations.”

**DIVISION OF PUBLIC HEALTH
LPHD Performance Consolidated Programs
DPH CONTRACT # 14647**

Contract Preamble

This Contract Agreement is entered into for the period **January 01, 2007 through December 31, 2007**, by and between the State of Wisconsin represented by **its Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street, Menasha WI 54952-3190, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and Whereas, the Contractee is engaged in furnishing the desired services; Now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is **Jean Zastrow** of the Division of Public Health, whose principal business address is 200 N Jefferson St Suite 511, Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920)448-5231. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 140 Main Street, Menasha WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920)967-7511. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$43,488.00**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments in excess of the Contract Agreement amounts, with the exception of performance-based incentive funds pursuant to Section XXI.

IV. PAYMENT PROCESS

1. Payments will be made on a monthly basis. The Contractee will receive one-twelfth (1/12) of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
2. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for non-municipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

V. PROGRAM REPORTING

1. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
2. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering sanctions pursuant to Section XVI of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

1. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.
2. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.
3. Affirmative Action Plan/Civil Rights Compliance

Affirmative Action Plans

- A. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.
- B. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's

Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

Civil Rights Compliance

- A. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.
- B. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.
- 1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
 - 2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
 - 3) The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The

complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

- 4) The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.
 - 5) Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
 - 6) The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.
 - 7) The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- C. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII. SUBCONTRACTS

1. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.
2. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.
3. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

VIII. GENERAL PROVISIONS

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Washington Avenue, Suite 601, Madison WI 53703-2800, [Telephone (608) 266-8123].
5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
6. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

IX. ACCOUNTING REQUIREMENTS

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management

information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Contract Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
4. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost-based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide cost-based information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.
5. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.
6. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.
7. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.
8. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.
9. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

X. CHANGES IN ACCOUNTING PERIOD

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.
2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XI. PROPERTY MANAGEMENT REQUIREMENTS

1. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.
2. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.
3. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

XII. AUDIT REQUIREMENTS

1. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.
2. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract Agreement. In addition, the Contractee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractee and the nature and amount of financial assistance received from all sources:
 - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations," which applies only to Contractees that expend \$500,000 from **all** federal funding sources (this grant and other grants, direct or indirect, from this Contractor or another) during a Contractee's fiscal year.
 - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
 - The *Provider Agency Audit Guide (PAAG)*. All Contractees that do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
 - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

- B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 - C. Management responses/corrective action plan for each audit issue identified in the audit.
 - D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.
4. Submitting the Reporting Package: The Contractee shall submit the required reporting package to the Contractor either: (a) within nine months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Two copies of the audit report must be sent to the Contractor at the following address:

Office of Audit
 Division of Management and Technology
 Wisconsin Department of Health and Family Services
 1 West Wilson Street
 P.O. Box 7850
 Madison, WI 53707-7850

- 5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- 6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
- 7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
 - A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
 - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
 - C. Disallow the cost of audits that do not meet these standards.
- 8. Closeout Audits:
 - A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

- B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
- C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIII. OTHER ASSURANCES

- 1. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- 2. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- 3. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- 4. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XIV. RECORDS

- 1. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.
- 2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XV. AGREEMENT REVISIONS AND/OR TERMINATION

1. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:
 - Increased or decreased volume of services as required by the Contractor;
 - Changes required by State and Federal law or regulations, or court action; or,
 - Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.
2. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
3. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
4. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
5. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
 - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.
 - Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case

where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

2. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.
3. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
4. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
5. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
6. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.
7. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

XVII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

1. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
2. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.
3. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health and Family Services.

XVIII. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XIX. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

XX. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
2. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXI. SPECIAL PROVISIONS

1. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, *Conditions for an Incentive Payment*, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.
2. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.
3. To the extent allowed by law:

- All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
- These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

4. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

XXII. CONTRACT RENEWAL OPTIONS

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.

XXIII. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee's Authorized Representative

Date

Contractor's Authorized Representative
Sheri Johnson, Ph.D., Administrator and State Health Officer
Division of Public Health, Department of Health and Family Services

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

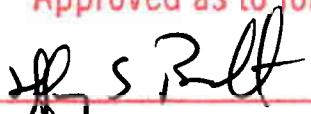
Agency Name	Menasha Health Department		
Agency Number	256420		
Agency Type	41		
Contract Period	January 01, 2007 through December 31, 2007		
Contract Amount	\$43,488.00		
Agency Fiscal Year	January 1 to December 31		
Profile ID#	155015	Bioterrorism, Focus A	Amount \$14,423.00
Profile ID#	155020	Immunization - Consolidated IAP	Amount \$8,214.00
Profile ID#	157720	Childhood Lead - Consolidated	Amount \$3,188.00
Profile ID#	159220	Prevention - Consolidated	Amount \$5,019.00
Profile ID#	159320	Maternal Child Health - Consolidated	Amount \$12,644.00

DPH Contract # 14647

CFDA #s:

Bioterrorism	93.283
Immunization	93.268
Prevention	93.994
MCH	93.994

Approved as to form

 12-21-06

Jeffrey S. Brandt, City Attorney



Application for Service & Agreement

100 Chestnut Street, Rochester, NY 14604-2417. Client Services: 1-888-832-5801

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY OF MENASHA - PRI

Location Name

430 1ST STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID: WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

☐ Service Level Agreement
attached as Attachment A

Term (Months): 36

Voice

Data

PRICING (Exclusive of taxes & surcharges)

(Non-Recurring)

(Recurring)

Product	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
(23) T-1 VOICE CHANNELS W/UNLIMITED LOCAL CALLING	500	500		19.00 each	
(1) PRI OPTION				75.00	
(10) DID NUMBER BLOCKS (20 NUMBERS PER BLOCK)				1.40 each	
LONG DISTANCE (PER MINUTE)					.04 PM
LOCAL CALLS via PRI					INCLUDED
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ORDER INFORMATION

☐ New Client ☒ Existing Client

Tom Prosser

Salesperson / Business Partner

MINIMUM LINE REQUIREMENT

Minimum voice line requirement to qualify for above pricing: _____

ADDITIONAL FORMS

Number of Multiple Location Forms attached: _____

Number of additional Pricing Forms attached: _____

APPROVAL

I agree to the terms and conditions on page two of this Application For Service & Agreement and, if attached, the Service Level Agreement.

CITY OF MENASHA

Client Name

Client Authorized Signature

Print Name & Title

Date

e-mail address

Choice One Management (Signature)

Date

LETTER OF AGENCY

1. Subscriber's billing name:

CITY OF MENASHA

2. Subscriber's billing address:

140 MAIN STREET MENASHA, WI 54952

3. Each telephone number to be covered by the preferred carrier change order (list all numbers):

EXISTING LINES

4. By submitting this LOA, I:

- A. authorize Choice One Communications Inc. and/or its subsidiaries and/or authorized agents (collectively "Choice One") to act as my agent for the purpose of taking all actions hereunder in connection with my preferred carrier change;
- B. warrant that I am free of any third-party obligation preventing me from doing so, and that I have the legal authority to execute this LOA;
- C. desire to make Choice One my preferred carrier;
- D. understand that only one carrier may be designated as my interstate or interLATA preferred interexchange carrier for any one telephone number;
- E. understand that Choice One, my preferred carrier, will be the carrier directly setting my rates;
- F. authorize Choice One to notify all appropriate parties, including my current local and/or long distance telephone company(ies), of this decision and to make the necessary changes for my current and future services without further permission;
- G. direct my chosen intraLATA and/or intrastate/interstate/international long distance company(ies), if not Choice One, to comply with Choice One's current applicable access tariff(s). Choice One may obtain any records from my local, data, Internet, intraLATA long distance, and/or intrastate/interstate/international long distance phone company(ies) necessary to provide these services;
- H. may be charged a tariffed fee for changing my long distance and/or local phone company(ies), and I understand that I may inquire of Choice One what fees, if any, will apply to these changes;
- I. authorize Choice One and/or its authorized agents to make any and all inquiries necessary for the purpose of obtaining credit information.

Client Name: CITY OF MENASHA

Client Authorized Signature: _____

Print Name & Title: _____

Choice One Communications

Terms and Conditions

1. **Service Provider:** Upon Acceptance (as defined below), Choice One will provide and Client will purchase the services and products ("the Services") selected on the first page of this Application for Service and Agreement ("Agreement") during the Term, under the terms and conditions set forth below and in Choice One's Tariffs and AUP (as defined below). "Choice One" means the affiliate(s) of Choice One Communications Inc. (including US Xchange entities) certified in Client's state(s) to provide the Services.

2. **Acceptance by Choice One:** This Agreement is not enforceable until accepted by Choice One. If Client fails to provide complete, accurate and satisfactory installation, credit or other required information, or if Choice One is unable to provide the Services due to unavailability of facilities or any other reason, Choice One may, in its sole discretion, reject Client's Application for Service. "Acceptance" will occur upon the earlier of commencement of the Services or Client's first invoice date. Choice One makes no representation as to when Service will commence. Choice One will use commercially reasonable efforts to initiate Service, but Client understands that service initiation may be dependent upon the actions of third parties not in Choice One's control.

3. **Term:** The initial Term for any Services will begin upon Acceptance of those Services and will continue for the number of Months set forth on the first page of this Agreement or on a Multiple Location Form, as applicable. For purposes of this Agreement, "Month" will mean a full billing cycle. If one or more Multiple Locations Forms are included in this Agreement, this Agreement will remain in effect until the last to expire of the Terms set forth on the first page or on any Multiple Location Form. Upon completion of a Term, except where prohibited by law, the Term will automatically renew for a period of 12 Months, unless Choice One receives written notice of non-renewal to Choice One at least 30 days prior to the end of the current Term. Then-current tariffed rates will apply to any renewal. In the event Client continues to use Services without renewing a term plan, Choice One's month-to-month rates will apply.

4. **Tariffs and AUP:** Client understands that in addition to the terms and conditions explicitly set forth in this Agreement, Choice One's relevant state and federal tariffs, as modified from time to time (the "Tariffs"), will govern this Agreement and the provision and use of the Services and are incorporated herein. Tariffs are published at www.choiceonecom.com. Use of all Internet Services must comply with Choice One's Acceptable Use Policy ("AUP"), which may be modified from time to time and is published at www.choiceonecom.com/aup.php.

5. **Multiple Locations:** If one or more Multiple Location Forms are initiated by Client and attached to this Agreement, Choice One shall provide, and Client shall purchase, the Services set forth therein for each location that has been accepted by Choice One.

6. **Client Satisfaction Guarantee:** If Choice One fails to resolve any Major Service Outage within 24 hours from Client's notification to Choice One via 1-888-832-5801, Client may, for the affected Client location(s) only, convert to its previous provider(s) (or other provider(s) if Client had no previous provider(s)), without liability for an early termination charge and Choice One will pay such provider(s)' standard tariffed conversion charge. "Major Service Outage" is defined, and other terms and conditions are set forth at www.choiceonecom.com/guarantee.

7. **Price Guarantee:** For Terms of 12 months or longer: (a) Choice One will not increase Client's tariffed monthly recurring rates for the Services (excluding taxes and surcharges) during the Term, and (b) if Choice One's standard tariffed Service rates for the same term plan decrease during the Term, Client will have the right to enter into a new agreement for the Services for a new Term at least as long as the original Term. This Section 7 does not apply to web hosting Services.

8. **Moves and Disconnection of Service:** To disconnect Services, Client must inform Choice One in writing of Client's desired disconnect date, by letter addressed to: Client Services, Choice One Communications Inc., 100 Chestnut Street, Suite 600, Rochester, New York 14604. If Client desires to move Services to another location, Client shall provide Choice One at least 30 days notice by calling (888) 832-5801. If Choice One is able to continue providing Services, Client shall pay Choice One's applicable standard tariffed service activation and install charges for each new location. If Choice One determines, in its sole discretion, that it is unable to provide Services at the new location, Choice One shall have no obligation to do so, and Client may terminate such Services without liability for an early termination charge.

9. **Early Termination:** Except as set forth in Section 8 above, if this Agreement or any Service is terminated after installation but prior to the end of the Term (including any lines ported to another carrier), for any reason other than pursuant to the Client Satisfaction Guarantee, Client shall, immediately upon demand, pay Choice One an early termination charge equal to the sum of (a) the difference between what Client would have been charged for the terminated Service at the rates (excluding taxes and surcharges) for the Choice One term plan closest to (but less than) the number of Months from Acceptance until the Service is terminated and the amount Client actually paid for the terminated Service (excluding taxes and surcharges) during such period, plus (b) the amount of any promotional considerations provided to Client, plus (c) an early termination fee calculated in accordance with the following table:

Product	Early Termination Fee ¹
Voice line (whether stand-alone or as part of a bundle)	\$180 per line
T-1 (all types)	\$1,800 per circuit
DSL service (whether stand-alone or as part of a bundle)	\$300 per circuit, regardless of speed

¹ The amount set forth in this table shall be reduced by 50% if 12 but less than 24 months of the Term have been fulfilled and shall be reduced by 75% if either 24 months of the Term have been fulfilled or this Agreement is a renewal of an agreement where the entire term of such prior agreement was fulfilled.

If Client cancels a service order prior to Acceptance, Client shall pay one month's charges for the canceled Services, the applicable installation and service initiation fees, plus the amount of any promotional considerations provided to Client. Choice One shall have the right to terminate the Services due to Client's non-payment, breach of this Agreement, misuse of the Services or due to other reasons in accordance with and as set forth in the Tariffs.

10. **Resale and Use of Services:** Client shall not resell the Services or use the Services in connection with chatline or similar services without the prior written approval of a Choice One Vice President. In no event shall the Services be used in connection with the provision of chatline or similar services over non-blockable exchanges. Choice One shall have the right to immediately terminate this Agreement in the event of a violation of this Section 10.

11. **Assignment:** Client shall not assign its rights or obligations under this Agreement without the prior written consent of Choice One, which shall not unreasonably be withheld. In the event of any attempted assignment or change in control of Client's equity or assets (including change in control of a Service location) without such consent, Choice One will have the right to terminate this Agreement and Client will be liable for the early termination charge described in Section 9 above. Client has no right in, and no right to assign, any telephone number used by Client. Choice One has the right to assign this Agreement at any time.

12. **Limitation of Liability:** Choice One's liability to Client or to third parties for any cause of action arising out of this Agreement or the Services shall in no event exceed the limitation of liability set forth in the Tariffs, or, if there are no applicable Tariff provisions, the total amount paid

for the affected Service for the period in which Service was interrupted or unavailable. Under no circumstances shall Client hold Choice One liable for damages arising from delays in commencement of the Service, loss of information, numbering or directory listing errors, loss of business, pre-existing contracts or obligations (including any minimum payment or usage agreement), however arising. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CHOICE ONE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

13. **Calling Cards:** All calling cards ordered under this Agreement have a \$75.00 per card per month limit, unless the parties mutually agree otherwise in writing.

14. **Governing Law and Venue:** This Agreement shall be construed and governed by the laws of the State of New York, excluding its laws concerning conflicts of laws. The parties consent to the exclusive personal jurisdiction and venue of the federal and/or state courts in Monroe County, New York.

15. **Payment Obligations:** Client shall pay for all Services provided by Choice One at the rates set forth in this Agreement and the Tariffs. In the event of any conflict between the rates set forth in this Agreement and those in the Tariffs, this Agreement shall control. All past due invoices are subject to interest at the lower of 1.5% per month or the highest rate permitted by law. All invoices not disputed in writing by Client within 30 days from the invoice date, or such other period as stated in the Tariffs, shall be deemed binding on Client. In the event of a dispute, Client shall pay all undisputed amounts by the due date. Client agrees to pay all costs of collection, including reasonable attorney's fees for any past due amounts and other actions, as described in the Tariffs. Choice One may require Client to make a reasonable security deposit at any time. Monthly recurring charges and Call Packs will be billed one month in advance.

16. **Rates, Taxes and Surcharges:** Additional taxes and surcharges may be imposed in addition to the rates specified on the first page of this Agreement or on a Multiple Location Form. Taxes and surcharges may be subject to change without notice, consistent with federal and state laws and regulations. Rates are based on Choice One's bundled Service offerings, and vary with quantity and types of Services purchased. Choice One may modify Client's rates due to changes in the quantity and/or types of Services purchased, Client's failure to meet any required minimum, or, Choice One's determination that, despite exercising reasonable efforts, installation of the Services as requested is not feasible.

17. **E-mail Notification:** Client agrees that Choice One may contact Client via e-mail for service and marketing notifications (e.g., service initiation and service and product information). Client will hold Choice One, its officers, directors, employees and agents harmless from any liability arising from Choice One's communication with Client via e-mail or the Internet.

18. **Equipment:** Choice One-provided customer premises equipment ("CPE") will at all times remain the property of Choice One. In the event that Client fails to return any CPE to Choice One (or, at Choice One's option, to permit recovery of CPE by Choice One) in good working order, reasonable wear and tear excepted, within 30 days after the termination or expiration of this Agreement, Client shall be responsible for the full replacement cost and shall pay to Choice One all recovery charges and any other charges set forth in the Tariffs. Choice One makes no representations or warranties of any kind with respect to CPE. Warranties are specifically disclaimed in the Tariffs.

19. **General Terms:** This Agreement together with the Tariffs, AUP, Multiple Location Form(s) and Additional Pricing Form(s) (if applicable) and Letter of Agency constitute the entire agreement between the Parties with respect to the Services. There are no other written or oral understandings, promises or agreements related hereto. No agreement will be accepted by Choice One that is modified in any way by Client, including handwritten modifications and strike-outs. Amendments and waivers to this Agreement will be valid only if in writing and executed by an authorized representative of Client and a Choice One vice president. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement will continue in full force and effect.

Additional Terms and Conditions for Data Services

20. **E-Mail:** If Client has not ordered e-mail Services with the initial order for Services, Client may do so at any time, but e-mail Services may be delayed by at least two weeks after an access line is installed.

21. **Inside Wire:** If Client has selected Choice One to install inside wire, Choice One will do so at prevailing rates.

22. **IP Addresses:** IP Addresses are not portable and are not assigned for independent administration or distribution. IP assignments cannot be guaranteed and may be modified by Choice One or the American Registry for Internet Numbers (ARIN).

23. **Domain Names:** Upon Client's request, Choice One will arrange for searching, reserving and registering Client's requested domain name with an accredited entity. Choice One cannot guarantee the availability of any domain name, and will have no responsibility to resolve disputes concerning any domain name. Client warrants that the use and registration by Client or Choice One of Client's domain name in connection with the Services will not infringe the trademark, service mark, copyright or other intellectual property right of any third party. Client shall indemnify and defend Choice One from and against any loss, cost, damage or expense arising out of Client's breach of this warranty.

24. **Web Site Hosting:** If Choice One is providing web hosting, Client shall provide all required information and materials. Limitations on complexity, sophistication of design and content, and traffic management may apply. Billing will begin upon activation of web hosting space on Choice One's server. Client warrants that it either owns or has the right to use all information, graphics, pictures, text service marks, trademarks and other intellectual property on the web site hosted by Choice One or provided to Choice One in connection with the web hosting Services. Client warrants that all such materials will not infringe the trademark, service mark, copyright or other intellectual property right of any third party. Client shall indemnify and defend Choice One from and against any loss, cost, damage or expense arising out of Client's breach of these warranties.

NOTICE OF CLIENT'S RIGHTS CONCERNING CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"): CPNI includes the Client's Service selections, feature selections, demographic information, and usage data for the Services. CPNI does not include Client's name and address. Choice One has an obligation under federal law to protect the confidentiality of Client's CPNI. By signing this Agreement, Client authorizes Choice One to record, maintain, modify, use, and exchange Client's CPNI (i) to install and manage the Services, (ii) to enhance the benefits of Client's existing Services, and (iii) to enhance Choice One's ability to offer products and services tailored to Client's needs, by determining whether additional local, long distance, data, CPE, Internet, wireless, or other services would be of benefit to Client. Client may deny Choice One's use of CPNI at any time by written notification to Client Services, Choice One Communications Inc., 100 Chestnut Street, Suite 600, Rochester, NY 14604-2421. Client's approval or denial will be effective until revoked. Denial will not affect the provision, management, or quality of Services that Client receives from Choice One. Client is under no obligation regarding new Services unless Client explicitly agrees to accept them. Client shall indemnify and hold harmless Choice One from any and all liability resulting from Choice One's authorized use of Client's CPNI.

Client Initials: _____ Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

LIBRARY 00-55101

Location Name

440 1ST STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY OF MENASHA 00 51109 HEALTH FAX

Location Name

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials: _____

Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY HALL ELEVATOR

Location Name

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY OF MENASHA 00 55215 BRIDGE TOWERS

Location Name

67 RACINE STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials: _____

Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

SENIOR CENTER 00-53212 - FAX

Location Name

116 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

SWIMMING POOL 00- 55203

Location Name

915 3RD STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership: ☒ Corporation ☐ Partnership ☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials: _____

Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

MARINA 07 12429

Location Name

125 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		(Recurring)	
	Install Charge	Promotional Credit	Monthly Charge	Rate
BASIC TELEPHONE LINES			8.25	
LOCAL CALLS (PER CALL)				.04 PC
LONG DISTANCE (PER MINUTE)				.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

CITY GARAGE 31- 54149 FAX

Location Name

455 BALDWIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		(Recurring)	
	Install Charge	Promotional Credit	Monthly Charge	Rate
BASIC TELEPHONE LINES			8.25	
LOCAL CALLS (PER CALL)				.04 PC
LONG DISTANCE (PER MINUTE)				.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials: _____

Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

BARKER FARM

Location Name

2170 PLANK RD

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		Net Price	(Recurring)	
	Install Charge	Promotional Credit		Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC - CLOVIS GROVE SHELTER

Location Name

974 9TH STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)		Net Price	(Recurring)	
	Install Charge	Promotional Credit		Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes ☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials: _____

Date: _____



Multiple Location Form

Multiple Location Form Number _____

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC HART PARK SHELTER

Location Name

730 WILSON STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-967-5112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☒ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- IntraLATA

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

CLIENT INFORMATION

CITY OF MENASHA

Business Name

TOM STOFFEL

Contact Name

CITY CONTROLLER

Title

PARK & REC MEMORIAL BLDG

Location Name

640 KEYS STREET

Street Address

MENASHA

City

WI

State

54952

Zip

920-9675112

Contact Telephone

Contact e-mail

Fed tax ID:

WI 39-6005525

Ownership:

☐ Corporation

☐ Partnership

☐ Sole Proprietor

BILLING INFORMATION

TOM STOFFEL

Billing Contact

920-967-5112

Billing Telephone #

140 MAIN STREET

Street Address

MENASHA

City

WI

State

54952

Zip

Billing Contact e-mail

Combine bill to show all service locations? ☐ Yes ☐ No

SERVICE SELECTIONS & TERM

☒ Local ☒ Long Distance- InterLATA ☒ Long Distance- Intralata

☐ Internet ☐ Toll-Free

Term (Months):

36

Voice

Data

PRICING (Exclusive of tax & surcharges)

Product	(Non-Recurring)			(Recurring)	
	Install Charge	Promotional Credit	Net Price	Monthly Charge	Rate
BASIC TELEPHONE LINES				8.25	
LOCAL CALLS (PER CALL)					.04 PC
LONG DISTANCE (PER MINUTE)					.04 PM

ADDITIONAL FORMS

Additional Pricing Form(s) attached:

☐ Yes

☐ No

CLIENT ACKNOWLEDGEMENT

Client Initials:

Date:



Memorandum

TO: Administration Committee/Common Council
FROM: Greg Keil, CDD *OK*
DATE: December 27, 2006
RE: Purchase of 535 First Street

The Community Development Department is requesting authorization to purchase 535 First Street from Winnebago County. The taxes, fees and interest charges that have accumulated against the property since 2003 amount to \$18,192.76 (see attached sheet). Winnebago County has agreed to waive ½ of the interest charges resulting in a net cost of \$16,610.26. We have received authorization from the Department of Commerce – Division of Housing to use the housing acquisition/conversion set aside from the City's Community Development Block Grant (CDBG) revolving loan fund to purchase the property.

MUNICIPALITY	CITY OF MENASHA	ROBERT C BROWN
PARCEL NO.	701-0052	
ASSESSED VALUE	\$98,700.00	
APPRAISED VALUE		

57 58 59 60 61 62

\$16610.26 ~~not~~

[illegible]

DISPOSITION	SOLD FOR	PROFIT (LOSS)
TO		-15,027.76

DATE **RECEIPT NO.**

RESOLUTION R - 01 - 07

A Resolution Pertaining to Televising Common Council Meetings

Introduced by Mayor Laux

WHEREAS, the City of Menasha Common Council televised Common Council, Administration Committee, Personnel Committee and Board of Public Works meetings in 2006; and

WHEREAS, the Common council failed to approve the extension of the televising contract with UW – Fox Valley for 2007 on a 4-4 vote; and

WHEREAS, the vote, public comments and arguments of Aldermen suggest a strong division among the City of Menasha residents on the issue of televising meetings; and

WHEREAS, the City has the authority to submit to the electors advisory referendum questions; and

NOW THEREFORE BE IT RESOLVED by the City of Menasha Common Council with the Mayor concurring that the City of Menasha shall submit to the electors in the April 2007 election the following advisory referendum question:

Shall the City of Menasha spend up to \$20,000 every year to televise Common Council meetings.

BE IT FURTHER RESOLVED by that the City Clerk and City Attorney shall comply with all Wisconsin Statutes to insure the placement of this advisory referendum question on the April 2007 ballot; and

Passed and approved this _____ day of January 2007.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk



Donald Merkes

377 Nassau Street
Menasha, Wisconsin 54952
DMerkes@ci.menasha.wi.us

Date: 27 December 2006

To: City of Menasha Common Council

From: Ald. Merkes

Re: Contract for Televising City of Menasha Administration Committee,
PublicWorks Committee & Common Council Meetings

Public access broadcast of Menasha Common Council and key committee meetings should not be a controversial issue. Open government is a value that everyone in city government should be able to wrap their arms around without a second thought. Therefore, I respectfully submit this new contract between UW Fox Valley and the City of Menasha for approval so we can move on to more important issues affecting the residents and businesses in this community.

Tom Frantz, of UW Fox Valley, has reviewed the new contract and believes it will be fine with the University. The new contract has a term of January 1st, 2007 – December 31st, 2007, which the previous one did not. The new contract also includes a 30 day opt-out clause.

In the past two weeks I have heard from numerous citizens around the community. An overwhelming majority made it very clear that they believe in both open government and the use of franchise fees to support it. Many looked at last week's decision as a move by the council to reduce public scrutiny of our conduct - an impression that is understandable in view of the source of the funding as well as the relatively small price tag.

The use of franchise fees for tax relief is unpopular with the public. Many citizens believe if the fees are not used for some services back to cable subscribers, that they should be eliminated completely. I have included some of the comments I received in writing from citizens regarding the public's desire to be able to monitor city business through this medium as citizens in many neighboring communities are able to do.

I have also explored ways to reduce the cost of the service and believe that we could provide this service for a much lower cost with some ingenuity, hence the 30 day opt-out clause. I hope we can step back from the controversy over this issue and respond to the call to bring the citizens' government to them in their homes.

We have nothing to hide and there is no better way to demonstrate that than by resuming the cable broadcast of our meetings.

CONTRACT

This agreement made and entered into this 2nd day of January 2007, by and between the University of Wisconsin Fox Valley Television Department (hereinafter referred to as UW FOX VALLEY) and the City of Menasha (hereinafter referred to as CITY).

Witnesseth that, UW FOX VALLEY and the City for consideration stated herein agree to as follows:

1. That the City of Menasha desires to have the Common Council, Administration Committee, and Public Works Committee, meetings videotaped and broadcast on cable television for the benefit of the community.
2. That UW FOX VALLEY has previously videotaped the City of Menasha meetings for broadcast, and is willing to enter into an agreement to video record meetings beginning with the first regularly scheduled meeting after the contract signing. Further, that the budget sessions and special meetings may be video recorded for broadcast at the direction of the common council with adequate notice to UW FOX VALLEY
3. That the CITY agrees that UW FOX VALLEY will tape meetings for broadcast pursuant to the rates set herein.
4. That UW FOX VALLEY will shoot and produce the videotapes with 3-4 person television crew. The production crew will be allowed time before meetings to pack up, transport, set up, and test equipment; as well as time after the meetings to strike the equipment and transport it back to UW Fox Valley. If time is not available following the meetings to remove the equipment, access for UW FOX VALLEY crews will be provided for the next morning.
5. That the CITY will provide a secure location in the proximity of the Menasha Common Council Chambers for storing UW FOX VALLEY television production equipment.
6. UW FOX VALLEY will tag the tapes with an opening and closing segment, including voice over text indicating the reasons for the telecast and providing options for public comment about the telecast. CITY Common Council will provide specific wording of this text.
7. UW FOX VALLEY will be responsible for delivery of tapes to Time Warner Cable for broadcast.
8. That UW FOX VALLEY will provide the equipment and consumables for recording the meetings, and payment will be made at the rate of \$150.00 per hour for set up, shooting, and striking the equipment, and \$25.00 per hour for tape editing. CITY will make payment to UW FOX VALLEY within 30 days of receipt of invoice by UW FOX VALLEY.
9. That the video recording of the meetings shall be the sole property of CITY.
10. UW FOX VALLEY students may use excerpts of CITY video recordings for resume and portfolio purposes.

11. This contract shall be in effect from January 1st 2007, to December 31st, 2007, and shall automatically renew for a one year period unless either party takes action to discontinue the service.

12. Either the CITY, by direction of the common council, or UW FOX VALLEY may discontinue this service with thirty (30) day written notice at any point within the contract period.

The matters expressly referred to herein constitute the entire agreement of the parties. No representations, warranties, undertakings, or promises have been made by either party thereto unless expressly stated herein. All amendments hereto if any shall be in writing and executed by the parties.

IN WITNESS WHEREOF, the CITY and UW FOX VALLEY have executed and delivered this agreement all on the date above shown.

James B Eagon, Asst Campus Dean for Administrative Services
UW Fox Valley

Joe Laux, Mayor City of Menasha

Debbie A Galeazzi, City Clerk, City of Menasha

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 12/20/06-12/28/06	\$ 450,485.01
Checks # 10672-10850	

Payroll Checks for 12/21/06-12/28/06	<u>135,359.97</u>
Checks # 29761-29984	

Total	\$ 585,844.98
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Date: Wednesday, December 27, 2006
Time: 03:54PM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 6
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01160 ALLIANCE ENTERTAINMENT CORP	PJB24905995	31100	55	06-101-314	26.74	LIBRARY MATERIALS
	PJB24990390	31100	55	06-101-314	11.75	LIBRARY MATERIALS
	PJB24895213	31100	55	06-101-314	116.25	LIBRARY MATERIALS
	PJB24974750	31100	55	06-101-314	66.75	LIBRARY MATERIALS
	PJB25062713	31100	55	06-101-314	85.00	LIBRARY MATERIALS
	PJB25138465	31100	55	06-101-314	1,767.05	LIBRARY MATERIALS
	PJB25155210	31100	55	06-101-314	31.49	LIBRARY MATERIALS
	PJB25261955	31100	55	06-101-314	285.71	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010672	Check Total:	2,390.74	
02115 BAKER & TAYLOR INC	5007383341	31100	55	06-101-314	138.45	LIBRARY MATERIALS
	5007420282	31100	55	06-101-314	306.95	LIBRARY MATERIALS
	2017531034	31100	55	06-101-314	392.90	LIBRARY MATERIALS
	2017530864	31100	55	06-101-314	329.66	LIBRARY MATERIALS
	2017537313	31100	55	06-101-314	601.82	LIBRARY MATERIALS
	2017543503	31100	55	06-101-314	587.30	LIBRARY MATERIALS
	2017557537	31100	55	06-101-314	373.31	LIBRARY MATERIALS
	2017505772	31100	55	06-101-314	253.92	LIBRARY MATERIALS
	2017568846	31100	55	06-101-314	615.68	LIBRARY MATERIALS
	2017588222	31100	55	06-101-314	426.79	LIBRARY MATERIALS
	2017594232	31100	55	06-101-314	862.99	LIBRARY MATERIALS
	2017595010	31100	55	06-101-314	478.18	LIBRARY MATERIALS
	2017619388	31100	55	06-101-314	245.00	LIBRARY MATERIALS
	2017634641	31100	55	06-101-314	877.44	LIBRARY MATERIALS
	2017663291	31100	55	06-101-314	415.75	LIBRARY MATERIALS
	2017684460	31100	55	06-101-314	150.79	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010674	Check Total:	7,056.93	
02428 KATHY BESON	12192006	31100	55	06-101-316	19.36	PROGRAM SUPPLIES
Check Date	12/20/2006	Check Nbr	010675	Check Total:	19.36	

Date: Wednesday, December 27, 2006
Time: 03:54PI
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 6
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02635 BOOK WHOLESALERS INC	2673882	31100	55	06-101-314	95.75	LIBRARY MATERIALS
	2677077	31100	55	06-101-314	386.63	LIBRARY MATERIALS
	2683367	31100	55	06-101-314	52.03	LIBRARY MATERIALS
	2684947	31100	55	06-101-314	105.76	LIBRARY MATERIALS
	2687855	31100	55	06-101-314	199.21	LIBRARY MATERIALS
	2688955	31100	55	06-101-314	135.40	LIBRARY MATERIALS
	2690081	31100	55	06-101-314	360.38	LIBRARY MATERIALS
	2673884	31100	55	06-101-314	26.00	LIBRARY MATERIALS
	2673883	31100	55	06-101-314	27.58	LIBRARY MATERIALS
	2677078	31100	55	06-101-314	116.77	LIBRARY MATERIALS
	2681140	31100	55	06-101-314	5.88	LIBRARY MATERIALS
	2681141	31100	55	06-101-314	359.55	LIBRARY MATERIALS
	2690082	31100	55	06-101-314	80.12	LIBRARY MATERIALS
	2690083	31100	55	06-101-314	26.61	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010677	Check Total:	1,977.67	
03265 CENTER POINT LARGE PRINT	605945	31100	55	06-101-314	38.34	LIBRARY MATERIALS
	601419	31100	55	06-101-314	38.34	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010678	Check Total:	76.68	
03665 CONKEY'S BOOK STORE	72126	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010679	Check Total:	40.00
04046 DE DALUM	12192006	31100	55	06-101-331	35.60	MILEAGE REIMBURSEMENT
	12202006	31100	55	06-101-333	6.00	MEAL REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010680	Check Total:	41.60
04195 DEMCO INC	2669333	31100	55	06-101-300	124.88	DEPARTMENT SUPPLIES
	Check Date	12/20/2006	Check Nbr	010681	Check Total:	124.88

Date: Wednesday, December 27, 2006
Time: 03:54PM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 6
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08087 KATHY HANNAH	12192006	31100	55	06-101-333	6.00	MEAL REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010682	Check Total:	6.00
09135 INGRAM LIBRARY SERVICES	15024722	31100	55	06-101-314	80.56	LIBRARY MATERIALS
	15052369	31100	55	06-101-314	107.15	LIBRARY MATERIALS
	15130183	31100	55	06-101-314	78.12	LIBRARY MATERIALS
	15209823	31100	55	06-101-314	79.89	LIBRARY MATERIALS
	15285737	31100	55	06-101-314	223.86	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010683	Check Total:	569.58
11155 KITZ & PFEIL INC	10-30-140098	31100	55	06-101-240	7.55	REPAIR/MAINTENANCE
	10-30-140180	31100	55	06-101-240	2.05	REPAIR/MAINTENANCE
	11-10-140017	31100	55	06-101-313	29.67	HOUSEKEEPING SUPPLIES
	Check Date	12/20/2006	Check Nbr	010684	Check Total:	39.27
12430 LIBRARY VIDEO COMPANY	W00866550001	31100	55	06-101-314	1,643.42	LIBRARY MATERIALS
	W00866550002	31100	55	06-101-314	16.95	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010685	Check Total:	1,660.37
13100 MARSHALL CAVENDISH CORP	R745149	31100	55	06-101-314	291.20	LIBRARY MATERIALS
	R746747	31100	55	06-101-314	329.95	LIBRARY MATERIALS
	Check Date	12/20/2006	Check Nbr	010686	Check Total:	621.15
13140 MATAS MUSIC STUDIO	7970	31100	55	06-101-243	89.50	PIANO TUNING
	Check Date	12/20/2006	Check Nbr	010687	Check Total:	89.50

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13610 MIDWEST TAPE	1325196	31100	55	06-101-314	23.99	LIBRARY MATERIALS
	1329604	31100	55	06-101-314	23.99	LIBRARY MATERIALS
	1317623	31100	55	06-101-314	91.96	LIBRARY MATERIALS
	1317624	31100	55	06-101-314	37.98	LIBRARY MATERIALS
	1321713	31100	55	06-101-314	104.95	LIBRARY MATERIALS
	1325412	31100	55	06-101-314	58.97	LIBRARY MATERIALS
	1325413	31100	55	06-101-314	9.99	LIBRARY MATERIALS
	1328987	31100	55	06-101-314	48.98	LIBRARY MATERIALS
	1328988	31100	55	06-101-314	202.89	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010688	Check Total:	603.70	
13675 MINITEX-CPP	38068	31100	55	06-101-300	458.00	DEPARTMENT SUPPLIES
	Check Date	12/20/2006	Check Nbr	010689	Check Total:	458.00
13720 MODERN BUSINESS MACHINES	26109601	31100	55	06-101-243	194.88	PHOTOCOPIER SERVICE CONTRACT
	26114141	31100	55	06-101-243	292.01	PHOTOCOPIER SERVICE CONTRACT
	Check Date	12/20/2006	Check Nbr	010690	Check Total:	486.89
13748 CHARLES MORRIS	12192006	31100	55	06-101-300	30.15	DEPARTMENT SUPPLIES
	19202006	31100	55	06-101-310	18.51	OFFICE SUPPLIES
	12192006	31100	55	06-101-331	106.36	MILEAGE REIMBURSEMENT
	Check Date	12/20/2006	Check Nbr	010691	Check Total:	155.02
14255 NEOPOST	42763660	31100	55	06-101-311	203.40	POSTAGE METER CONTRACT
	Check Date	12/20/2006	Check Nbr	010692	Check Total:	203.40
15045 OFFICE DEPOT	142023304000	31100	55	06-101-310	57.98	OFFICE SUPPLIES
	Check Date	12/20/2006	Check Nbr	010693	Check Total:	57.98

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15090 OGDEN PLUMBING & HEATING INC	50160	31100	55	06-101-240	189.00	REPAIR/MAINTENANCE
Check Date	12/20/2006	Check Nbr	010694	Check Total:	189.00	
18094 RANDOM HOUSE INC	1082305629	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1082305630	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1082317444	31100	55	06-101-314	6.00	LIBRARY MATERIALS
	1082311250	31100	55	06-101-314	160.80	LIBRARY MATERIALS
	1082333166	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1082333167	31100	55	06-101-314	829.50	LIBRARY MATERIALS
	1082344866	31100	55	06-101-314	429.60	LIBRARY MATERIALS
	1082342310	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1082342311	31100	55	06-101-314	129.60	LIBRARY MATERIALS
	1082358183	31100	55	06-101-314	250.40	LIBRARY MATERIALS
	1082375021	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	1082375022	31100	55	06-101-314	119.20	LIBRARY MATERIALS
	1082376214	31100	55	06-101-314	99.45	LIBRARY MATERIALS
	1082393261	31100	55	06-101-314	61.20	LIBRARY MATERIALS
	1082393262	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1082393263	31100	55	06-101-314	36.00	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010696	Check Total:	2,342.55	
18115 RECORDED BOOKS INC	3268771	31100	55	06-101-314	19.85	LIBRARY MATERIALS
	3216247	31100	55	06-101-314	216.34	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010697	Check Total:	236.19	
19019 TASHA SAECKER	12192006	31100	55	06-101-331	293.70	MILEAGE REIMBURSEMENT
Check Date	12/20/2006	Check Nbr	010698	Check Total:	293.70	
19140 SCHARPF'S OFFICE PRODUCTS INC	367965	31100	55	06-101-310	7.59	OFFICE SUPPLIES
Check Date	12/20/2006	Check Nbr	010699	Check Total:	7.59	

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19290 KRIS SEEFELDT	12192006	31100	55	06-101-331	19.98	MILEAGE REIMBURSEMENT
Check Date	12/20/2006	Check Nbr	010700	Check Total:	19.98	
19385 SHOWCASES	232885	31100	55	06-101-300	17.00	DEPARTMENT SUPPLIES
Check Date	12/20/2006	Check Nbr	010701	Check Total:	17.00	
20189 LINDA THOMPSON	12192006	31100	55	06-101-316	25.10	PROGRAM SUPPLIES
Check Date	12/20/2006	Check Nbr	010702	Check Total:	25.10	
20191 THOMSON GALE	14897462	31100	55	06-101-314	379.55	LIBRARY MATERIALS
	14895032	31100	55	06-101-314	38.93	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010703	Check Total:	418.48	
21053 UNIQUE BOOKS INC	337722	31100	55	06-101-314	273.05	LIBRARY MATERIALS
	337723	31100	55	06-101-314	297.39	LIBRARY MATERIALS
	337724	31100	55	06-101-314	268.77	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010704	Check Total:	839.21	
21185 UPSTART INC	9720013-001	31100	55	06-101-316	111.49	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010705	Check Total:	111.49	
23215 WIL-KIL PEST CONTROL	15261707	31100	55	06-101-240	325.92	PEST CONTROL CONTRACT
Check Date	12/20/2006	Check Nbr	010706	Check Total:	325.92	
23293 WINNEFOX LIBRARY SYSTEM	2387	31100	55	06-101-314	25.75	LIBRARY MATERIALS
Check Date	12/20/2006	Check Nbr	010707	Check Total:	25.75	
Grand Total:					21,530.68	

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01075 ACCURATE SUSPENSION WAREHOUSE	6021522	31731	54	10-149-383	93.93	SUPPLIES/INSTALLING WING LTS
Check Date	12/21/2006	Check Nbr	010708	Check Total:	93.93	
01263 AG-BAG FORAGE SOLUTIONS	1946	31266	54	10-308-300	13,276.00	9 10' PODS
Check Date	12/21/2006	Check Nbr	010709	Check Total:	13,276.00	
01315 AIRGAS NORTH CENTRAL	105093738	31731	54	10-149-300	40.38	OXYGEN INDUSTRIAL SIZE
Check Date	12/21/2006	Check Nbr	010710	Check Total:	40.38	
01675 AMT	122106	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
Check Date	12/21/2006	Check Nbr	010711	Check Total:	150.00	
01795 ARMOR HOLDINGS FORENSICS INC	F06-313791	31100	52	08-101-300	583.85	INVESTIGATION SUPPLIES
Check Date	12/21/2006	Check Nbr	010712	Check Total:	583.85	
19120 AT&T	920R09453012	31100	51	10-115-221	64.30	MONTHLY CHARGES
	920R09453012	31201	54	10-301-221	169.45	MONTHLY CHARGES
Check Date	12/21/2006	Check Nbr	010754	Check Total:	233.75	
02040 BADGER HIGHWAYS CO INC	133646	31100	54	10-121-300	16.48	TAHOE COURT
Check Date	12/21/2006	Check Nbr	010713	Check Total:	16.48	
02050 BADGER LAB & ENGINEERING INC	INV000028462	31741	19	04-520-000	331.00	TEST PIT SAMPLES
Check Date	12/21/2006	Check Nbr	010714	Check Total:	331.00	

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02335 BECK ELECTRIC INC	C229	31100	55	07-202-242	1,472.74	LIGHT FIXTURES/BULBS CURTIS RD
	C195	31100	55	07-202-240	189.20	REPLACE BALLASTS/JEFF PK MENS
	C288	31100	54	10-131-300	467.23	WIRE FOR TRAFFIC LIGHT REPAIR
	C223	31100	54	10-131-216	883.00	MATERIAL/LABOR ACC RACINE/3RD
	C223	31100	54	10-131-300	3.15	MATERIAL/LABOR ACC RACINE/3RD
	C290	31100	54	10-131-216	560.04	REMOVE ANTENNAS/TRAFFIC CONTR
Check Date 12/21/2006 Check Nbr 010715 Check Total:					3,575.36	
02501 BITS & BLADES INC	187833	31100	55	07-202-242	106.00	BITS SHARPENED
	Check Date 12/21/2006 Check Nbr 010716 Check Total:					106.00
02630 LARRY BONNEVILLE	121906	31100	52	08-101-191	1,010.00	OUTSIDE STUDY COURSE REIMBURSE
	Check Date 12/21/2006 Check Nbr 010717 Check Total:					1,010.00
02780 BRUCE MUNICIPAL EQUIPMENT INC	5070282	31731	54	10-149-383	45.55	IDLER PULLEY
	Check Date 12/21/2006 Check Nbr 010718 Check Total:					45.55
03051 CALUMET COUNTY CLERK COURTS	1214606	31100	21	04-229-000	150.00	BOND/K FLOM
	Check Date 12/21/2006 Check Nbr 010719 Check Total:					150.00
04250 DICKSON COMPANY	659057	31100	53	09-113-315	327.00	TEMPERATURE RECORDER
	Check Date 12/21/2006 Check Nbr 010720 Check Total:					327.00
04275 DIGICORPORATION	47889	31266	54	10-307-216	401.24	RECYCLING INFO
	Check Date 12/21/2006 Check Nbr 010721 Check Total:					401.24
05187 ENDRIES INTERNATIONAL INC	7405460-00	31207	55	07-205-822	377.36	WASHERS/NUTS/SCREWS
	Check Date 12/21/2006 Check Nbr 010722 Check Total:					377.36

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06065 FAMILY THERAPY & ANXIETY CTR	120706	31100	52	08-101-215	397.50	SERVICES/POLICE
Check Date	12/21/2006	Check Nbr	010723		Check Total:	397.50
06092 FEDERAL BUREAU OF PRISONS	121906	31100	21	04-229-000	1,353.00	
Check Date	12/21/2006	Check Nbr	010724		Check Total:	1,353.00
06115 FERRELLGAS	1012509598	31266	54	10-307-300	61.18	LIQUEFIED PETROLEUM GAS
Check Date	12/21/2006	Check Nbr	010725		Check Total:	61.18
06225 FIRST SUPPLY APPLETON	6584795-00	31100	54	10-124-300	8.03	BALL VALVE
Check Date	12/21/2006	Check Nbr	010726		Check Total:	8.03
06565 FOX VALLEY HUMANE ASSOCIATION	121306	31100	53	08-115-250	315.00	NOVEMBER 2006 ANIMALS HANDLED
Check Date	12/21/2006	Check Nbr	010727		Check Total:	315.00
07055 GALL'S INC	90000089199	31100	52	08-101-300	30.93	YELLOW SHEARS
Check Date	12/21/2006	Check Nbr	010728		Check Total:	30.93
07130 GE CHEMICAL	3178	31731	54	10-149-300	261.25	55 GAL DRUM
Check Date	12/21/2006	Check Nbr	010729		Check Total:	261.25
11035 KANN MANUFACTURING CORP	116082	31731	54	10-149-383	219.57	SIDE HOPPER/HOPPER EXTENSION
Check Date	12/21/2006	Check Nbr	010730		Check Total:	219.57
11380 KUSTOM SIGNALS INC	295456	31100	52	08-101-803	4,140.00	ION CLEAR COM
Check Date	12/21/2006	Check Nbr	010731		Check Total:	4,140.00
12270 LEAGUE OF WISCONSIN MUNICIPALI	121506	31100	51	04-101-320	3,780.14	2007 LEAGUE DUES
Check Date	12/21/2006	Check Nbr	010732		Check Total:	3,780.14

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13095 MARSHALL & ILSLEY TRUST CO	122106	31100	21	04-415-000	1,692.05	FLEX SPEND MEDICAL
	122106	31100	21	04-619-003	195.00	FLEX SPEND MEDICAL REIMBURSE
Check Date	12/21/2006	Check Nbr	010733	Check Total:	1,887.05	
13345 MENARDS-APPLETON EAST	9987	31100	55	07-202-300	173.88	BULBS/CURTIS SQUARE TREE
	10066	31100	55	07-202-300	59.97	BULBS/CURTIS SQUARE TREE
Check Date	12/21/2006	Check Nbr	010734	Check Total:	233.85	
13360 MENASHA ELECTRIC & WATER UTILI	120406	31100	12	04-399-000	960.06	
	120406	31100	12	04-399-000	151.04	
	120406	31100	12	04-399-000	5.77	
	120406	31100	52	08-101-223	1,325.79	
	120406	31100	52	08-101-225	208.59	
	120406	31100	54	10-131-223	603.09	
	120406	31100	54	10-131-225	20.35	
	120406	31731	54	10-149-223	1,195.24	
	120406	31731	54	10-149-225	355.47	
	120406	31201	54	10-301-223	21.05	
	120406	31266	54	10-308-223	8.16	
	120406	31100	55	06-101-223	2,536.55	
	120406	31100	55	06-101-225	391.84	
	120406	31100	55	07-202-223	1,384.62	
	120406	31100	55	07-202-225	37.61	
	120406	31100	55	07-203-223	132.74	
	120406	31100	55	07-203-225	277.92	
	120406	31100	55	10-215-223	219.53	
	112706	31731	54	10-149-223	8.16	SALT SHED
Check Date	12/21/2006	Check Nbr	010735	Check Total:	9,843.58	
13370 MENASHA EMPLOYEES CREDIT UNION	122106	31100	21	04-299-020	22,547.69	DEDUCTIONS
Check Date	12/21/2006	Check Nbr	010736	Check Total:	22,547.69	

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13375 MENASHA EMPLOYEES LOCAL 1035	122106	31100	21	04-299-031	192.00	UNION DUES
	Check Date	12/21/2006	Check Nbr	010737	Check Total:	192.00
13377 MENASHA EMPLOYEES LOCAL 1035B	122106	31100	21	04-299-032	240.80	UNIN DUES
	Check Date	12/21/2006	Check Nbr	010738	Check Total:	240.80
13400 MENASHA JOINT SCHOOL DISTRICT	121706	31100	47	04-131-000	212.16	PAYMENT FROM CALUMET CO
	122106	31100	41	04-103-000	6,209.32	DEC MOBILE HOME
	Check Date	12/21/2006	Check Nbr	010739	Check Total:	6,421.48
13755 MORTON SAFETY	113575	31100	55	07-202-300	19.88	EYE LUBE/LENS CLEANER
	113574	31731	54	10-149-300	71.33	MEDICINE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010740	Check Total:	91.21
14024 NAEIR	450167	31100	52	08-101-320	595.00	MEMBERSHIP/STANKE
	Check Date	12/21/2006	Check Nbr	010741	Check Total:	595.00
14215 NEENAH-MENASHA MUNICIPAL COURT	121406	31100	21	04-229-000	182.00	BOND/T TOM
	121406	31100	21	04-229-000	182.00	BOND/D MAM
	Check Date	12/21/2006	Check Nbr	010742	Check Total:	364.00
15080 OFFICEMAX CONTRACT INC	438794	31100	51	10-115-310	56.73	OFFICE SUPPLIES
	200520	31100	56	03-202-310	55.07	OFFICE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010743	Check Total:	111.80
15280 OUTAGAMIE COUNTY CLERK OF COUR	121406	31100	21	04-229-000	40.00	BOND/D QUELLA
	121406	31100	21	04-229-000	523.32	BOND/R SCHLOMANN
	Check Date	12/21/2006	Check Nbr	010745	Check Total:	563.32

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16025 PACKER CITY INTERNATIONAL	3263310007	31731	54	10-149-383	5.28	FF
	3263280025	31731	54	10-149-383	86.53	AIR FILTERS/HYDRAULI
	3263310011	31731	54	10-149-383	2.28	L BRKT
	Check Date	12/21/2006	Check Nbr	010746	Check Total:	94.09
16320 PITNEY BOWES	4842044-DC06	31100	51	10-115-243	375.00	RENTAL CHARGES
	Check Date	12/21/2006	Check Nbr	010747	Check Total:	375.00
	755961	31100	51	10-115-310	229.44	SUPPLIES
	Check Date	12/21/2006	Check Nbr	010748	Check Total:	229.44
16791 PREMIER MATERIALS TECHNOLOGY	23291	31207	55	07-205-822	11,301.90	PROJECT MATERIALS
	Check Date	12/21/2006	Check Nbr	010749	Check Total:	11,301.90
16853 PROCON DATA SYSTEMS INC	5479	31100	55	07-202-300	300.00	SIGNAGE
	Check Date	12/21/2006	Check Nbr	010750	Check Total:	300.00
18050 RADTKE CONTRACTORS INC	25931	31100	55	07-202-204	1,444.00	REMOVE BUOYS
	Check Date	12/21/2006	Check Nbr	010751	Check Total:	1,444.00
18190 REGISTRATION FEE TRUST TVRP	121806	31100	52	08-101-295	46.00	CYCLE REGISTRATION
	Check Date	12/21/2006	Check Nbr	010752	Check Total:	46.00
19080 SAM'S CLUB	002064	31100	55	07-201-300	102.76	HAYRIDE SUPPLIES
	Check Date	12/21/2006	Check Nbr	010753	Check Total:	102.76
19150 SCHENCK BUSINESS SOLUTIONS	155890	31100	51	04-109-214	622.12	PROFESSIONAL SERVICES
	Check Date	12/21/2006	Check Nbr	010755	Check Total:	622.12

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19380 SHOPKO STORES INC	51043	31100	52	08-101-315	159.99	TV WITH DVD PLAYER
Check Date	12/21/2006	Check Nbr	010756	Check Total:	159.99	
19623 STAFFORD ROSENBAUM LLP	1058249	31100	51	04-107-211	200.00	SCA SERVICES
Check Date	12/21/2006	Check Nbr	010757	Check Total:	200.00	
19650 STATE CHEMICAL MFG CO	93253396	31100	51	10-115-313	67.86	SOAP
Check Date	12/21/2006	Check Nbr	010758	Check Total:	67.86	
19693 STEPP EQUIPMENT COMPANY	228754	31731	54	10-149-383	180.18	RUBBER PADS
Check Date	12/21/2006	Check Nbr	010759	Check Total:	180.18	
19735 STUMPF CREATIVE LANDSCAPES	112206	31100	56	07-101-300	530.00	TREES
Check Date	12/21/2006	Check Nbr	010760	Check Total:	530.00	
20045 BARB TAYLOR	113006	31100	53	09-212-331	32.49	MILEAGE
Check Date	12/21/2006	Check Nbr	010761	Check Total:	32.49	
20285 TOTER INC	191185	31100	54	10-304-315	5,000.00	GARBAGE CONTAINERS
Check Date	12/21/2006	Check Nbr	010762	Check Total:	5,000.00	
20325 TRAFFIC & PARKING CONTROL CO	259537	31100	54	10-131-315	496.91	DETECTOR
Check Date	12/21/2006	Check Nbr	010763	Check Total:	496.91	
21095 UNITED WAY FOX CITIES	122106	31100	21	04-299-021	98.50	CONTRIBUTIONS
Check Date	12/21/2006	Check Nbr	010764	Check Total:	98.50	
21280 USCM PAYROLL PROCESSING	122106	31100	21	04-419-000	8,507.28	DEFERRED COMP
Check Date	12/21/2006	Check Nbr	010765	Check Total:	8,507.28	

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22045 VALLEY CAMERA	21510	31100	52	08-101-300	3.65	PROCESSING
	Check Date	12/21/2006	Check Nbr	010766	Check Total:	3.65
15190 VEOLIA ENVIRONMENTAL SERVICES	147446	31100	12	04-399-000	67.10	BORAD ST RECYCLING
	Check Date	12/21/2006	Check Nbr	010744	Check Total:	67.10
23119 WAUSHARA COUNTY CLERK OF COURT	121406	31100	21	04-229-000	298.00	BOND/V VANGROLL
	Check Date	12/21/2006	Check Nbr	010767	Check Total:	298.00
23152 WE ENERGIES	120506	31100	53	09-102-224	225.44	226 MAIN ST
	120506	31100	55	07-202-224	215.85	2170 PLANK RD
	120406	31100	55	07-202-223	34.29	CONSERVANCY
	Check Date	12/21/2006	Check Nbr	010768	Check Total:	475.58
23215 WIL-KIL PEST CONTROL	12273207	31100	51	10-115-201	183.33	ANNUAL PREBILL
	12273207	31100	52	08-101-240	327.37	ANNUAL PREBILL
	Check Date	12/21/2006	Check Nbr	010769	Check Total:	510.70
23250 WINNEBAGO COUNTY CLERK OF COUR	121406	31100	21	04-229-000	285.00	BOND/C FOATE
	121406	31100	21	04-229-000	150.00	BOND/J YEE
	121406	31100	21	04-229-000	350.00	BOND/D HERMANN
	Check Date	12/21/2006	Check Nbr	010770	Check Total:	785.00
23455 WISCONSIN SUPPORT COLLECTIONS	122106	31100	21	04-299-015	1,633.89	CHILD SUPPORT
	122106	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	Check Date	12/21/2006	Check Nbr	010771	Check Total:	1,772.29
23548 WPELRA	120106	31100	51	02-105-320	160.00	MEMBERSHIP RENEWAL
	Check Date	12/21/2006	Check Nbr	010772	Check Total:	160.00

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23560 WPRA	4178	31100	55	07-202-337	70.00	CONFERENCE/HUSS
	4229	31100	55	07-201-339	30.00	FUNDRAISING CD
Check Date	12/21/2006	Check Nbr	010773	Check Total:	100.00	
Grand Total:					108,337.12	

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01020 A+ CONFERENCING	0000871775	31201	54	10-301-211	10.20	51 MINS OF AUTO 800
Check Date	12/28/2006	Check Nbr	010774	Check Total:	10.20	
01053 ACCENT BUSINESS SOLUTIONS INC	199144	31100	51	10-115-243	388.40	2ND FLOOR COLOR COPIER
Check Date	12/28/2006	Check Nbr	010775	Check Total:	388.40	
01065 ACCURATE APPRAISAL LLC	120106	31100	51	04-107-219	2,500.00	FINAL PAYMENT CONTRACT 2006
Check Date	12/28/2006	Check Nbr	010776	Check Total:	2,500.00	
01105 ACTIVE NETWORK	INC002840	31100	51	04-109-243	3,294.00	SAFARI SOFTWARE MAINTENANCE
Check Date	12/28/2006	Check Nbr	010777	Check Total:	3,294.00	
01210 AFFINITY OCCUPATIONAL HEALTH	197707	31100	51	02-105-215	198.00	DRUG SCREENING
Check Date	12/28/2006	Check Nbr	010778	Check Total:	198.00	
01315 AIRGAS NORTH CENTRAL	105128032	31100	55	07-202-300	23.40	ACETYLENE/ARGON/OXYGEN CYL
	105128033	31731	54	10-149-242	55.50	ACETYLENE/ARGON/OXYGEN CYL
Check Date	12/28/2006	Check Nbr	010779	Check Total:	78.90	
01390 ALL DRY CARPET CARE	332567	31100	52	08-101-240	275.00	PUBLIC PROTECTION
Check Date	12/28/2006	Check Nbr	010780	Check Total:	275.00	
01745 APPLETON HYDRAULIC COMPONENTS	13744	31731	54	10-149-383	193.94	MACHINE ROD/SEAL KIT SUPPLIES
Check Date	12/28/2006	Check Nbr	010781	Check Total:	193.94	
01763 APPLETON SIGN COMPANY	25353G-00	31100	52	08-101-295	25.00	#23 SQUAD CAR UNIT APPLIED
Check Date	12/28/2006	Check Nbr	010782	Check Total:	25.00	

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01790 ARING EQUIPMENT CO INC	351867	31731	54	10-149-383	16.94	OIL FILTER
	Check Date	12/28/2006	Check Nbr	010783	Check Total:	16.94
01842 ASSOCIATED APPRAISAL	122706	31100	51	04-107-219	4,709.00	JANUARY SERVICES
	Check Date	12/28/2006	Check Nbr	010784	Check Total:	4,709.00
01920 AVASTONE TECHNOLOGIES LLC	42204-A	31100	51	04-109-214	212.50	UPDATE PARKING TICKET DATABASE
	42203-A	31100	51	04-109-214	42.50	UPDATE LIB DIR WEB PAGE
	Check Date	12/28/2006	Check Nbr	010785	Check Total:	255.00
02040 BADGER HIGHWAYS CO INC	133748	31100	54	10-124-300	66.07	MASON SAND
	Check Date	12/28/2006	Check Nbr	010786	Check Total:	66.07
02050 BADGER LAB & ENGINEERING INC	INV000028462	31741	19	04-520-000	331.00	TEST PIT SAMPLES
	INV000028502	31201	54	10-301-212	252.00	MENASHA UTILITIES
	INV000028462	31741	19	04-520-000	-331.00	DUPLICATE INVOICE
	Check Date	12/28/2006	Check Nbr	010787	Check Total:	252.00
02105 BAHCALL RUBBER CO INC	397644-001	31207	55	07-205-822	11.35	HOSE STEM COUPLER/PLUG
	397642-001	31207	55	07-205-822	348.00	PUSH-ON HOSE
	Check Date	12/28/2006	Check Nbr	010788	Check Total:	359.35
02410 BERGSTROM NEENAH-MENASHA FORD	92713	31731	54	10-149-383	59.93	TENSION
	92745	31731	54	10-149-383	90.31	PUMP
	92842	31731	54	10-149-383	77.15	VALVE
	Check Date	12/28/2006	Check Nbr	010789	Check Total:	227.39
02796 BUBRICK'S	995655	31100	52	08-101-310	67.89	CALENDARS/BINDER
	Check Date	12/28/2006	Check Nbr	010790	Check Total:	67.89

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02816 RUSSELL BURR	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010791	Check Total:	675.00	
03045 CALNIN & GOSS INC	11280	31100	55	07-202-300	35.00	SHREDDED TOPSOIL
Check Date	12/28/2006	Check Nbr	010792	Check Total:	35.00	
03585 COMMUNITY HOUSING COORDINATOR	77	31100	56	03-202-216	1,600.00	HOUSING PLAN DECEMBER 2006
Check Date	12/28/2006	Check Nbr	010793	Check Total:	1,600.00	
03730 COUNTRY INNS & SUITES	184549/50	31278	53	09-116-702	1,608.00	LHR PROGRAM
Check Date	12/28/2006	Check Nbr	010794	Check Total:	1,608.00	
03817 CROSS & OBERLIE	6-1863	31100	54	10-202-300	2,109.04	PARKING PERMITS
Check Date	12/28/2006	Check Nbr	010795	Check Total:	2,109.04	
04275 DIGICORPORATION	47932	31100	54	10-304-291	175.00	NO COLLECTION NOTICE
Check Date	12/28/2006	Check Nbr	010796	Check Total:	175.00	

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05100 ELAN CARDMEMBER SERVICE	121306	31100	21	04-289-000	212.67	CLOSE TO MY HEART SUPPLIES
	121306	31100	48	04-319-000	14.10	USPS
	121306	31100	51	01-102-333	66.90	HOLIDAY INN
	121306	31100	51	04-109-214	19.95	ECI GOTOMYPC.COM
	121306	31100	51	04-109-221	18.72	VONAGE
	121306	31100	51	04-109-312	191.85	TONERBOSS LLC
	121306	31100	52	08-101-193	144.00	HERO
	121306	31100	52	08-101-313	139.34	BELL PARTS SUPPLY
	121306	31100	52	08-101-315	39.99	OFFICE MAX
	121306	31100	52	08-101-320	100.00	INTL ASSN OF CHIEF
	121306	31100	52	08-101-333	109.89	KALAHARI RESORT
	121306	31100	53	09-212-300	307.71	NATL PEN COMPANY
	121306	31100	55	06-101-240	138.94	CONSOLIDATED PLASTICS
	121306	31100	55	06-101-311	30.25	USPS
	121306	31100	55	06-101-314	52.90	CESAR MILLAN INC
	121306	31100	55	07-201-300	31.02	FLEET FARM
	121306	31100	55	07-202-240	21.43	MENARDS
	121306	31100	56	03-202-332	25.00	WI GREEN BUILD
Check Date 12/28/2006 Check Nbr 010797 Check Total:					1,664.66	
05187 ENDRIES INTERNATIONAL INC	7417352-00	31207	55	07-205-822	53.34	NUTS/SCREWS/WASHERS
	Check Date 12/28/2006 Check Nbr 010798 Check Total:					53.34
05240 EVANS TITLE COMPANIES INC	65095269	31263	56	03-207-216	35.00	LETTER REPORT/325 KONEMAC
	Check Date 12/28/2006 Check Nbr 010799 Check Total:					35.00
06065 FAMILY THERAPY & ANXIETY CTR	121806	31100	52	08-101-215	752.50	SERVICE PROVIDED
	Check Date 12/28/2006 Check Nbr 010800 Check Total:					752.50
06115 FERRELLGAS	1013009645	31731	54	10-149-300	39.21	LIQUEFIED PETROLEUM GAS
	Check Date 12/28/2006 Check Nbr 010801 Check Total:					39.21

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06365 FORCE AMERICA INC	02073116	31731	54	10-149-383	96.71	PULSE SENSOR
Check Date	12/28/2006	Check Nbr	010802		Check Total:	96.71
07055 GALL'S INC	5861821600020	31100	52	08-101-295	2,313.11	SQUAD LIGHTS/SIREN
Check Date	12/28/2006	Check Nbr	010803		Check Total:	2,313.11
07255 GOLD CROSS AMBULANCE SERVICE	0024903-IN	31100	52	08-109-332	432.50	LAW ENFORCEMENT PROGRAM
Check Date	12/28/2006	Check Nbr	010804		Check Total:	432.50
09010 IACP NET/LOGIN	7234	31100	52	08-101-221	800.00	ANNUAL FEE
Check Date	12/28/2006	Check Nbr	010805		Check Total:	800.00
09330 IOD INCORPORATED	0022-AG-29375	31100	52	08-101-216	9.03	THEDA CLARK/NENNIG
Check Date	12/28/2006	Check Nbr	010806		Check Total:	9.03
10223 JMW CONSTRUCTION INC &	10247	31278	53	09-116-701	10,749.15	LHR PROGRAM
Check Date	12/28/2006	Check Nbr	010807		Check Total:	10,749.15
10332 NANCY JUSTINGER	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010808		Check Total:	675.00
11365 KUNDINGER FLUID POWER INC	P-27140-0	31731	54	10-149-383	76.65	HOSE
Check Date	12/28/2006	Check Nbr	010809		Check Total:	76.65
12020 LA FORCE	416892RI	31100	55	07-203-240	945.80	MATERIAL/CHLORINE ROOM/POOL
Check Date	12/28/2006	Check Nbr	010810		Check Total:	945.80
13095 MARSHALL & ILSLEY TRUST CO	122806	31100	21	04-415-000	161.75	FLEX SPEND MEDICAL
Check Date	12/28/2006	Check Nbr	010811		Check Total:	161.75

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13149 MATTHEWS COMMERCIAL TIRE CTR	018225	31731	54	10-149-382	568.22	SUPER ROADMASTER
Check Date	12/28/2006	Check Nbr	010812		Check Total:	568.22
13268 PAT MCNAMEE	122706	31201	54	10-301-212	318.52	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010813		Check Total:	318.52
13345 MENARDS-APPLETON EAST	14637	31100	55	07-202-300	38.82	HARDWARE SUPPLIES
Check Date	12/28/2006	Check Nbr	010814		Check Total:	38.82
13370 MENASHA EMPLOYEES CREDIT UNION	122806	31100	21	04-299-020	2,038.00	DEDUCTIONS
Check Date	12/28/2006	Check Nbr	010815		Check Total:	2,038.00
13375 MENASHA EMPLOYEES LOCAL 1035	122806	31100	21	04-299-031	192.00	DEDUCTIONS
Check Date	12/28/2006	Check Nbr	010816		Check Total:	192.00
13435 MENASHA POSTMASTER	122006	31100	55	07-201-311	1,353.89	PARK AND REC BROCHURE
Check Date	12/28/2006	Check Nbr	010817		Check Total:	1,353.89
13480 TOWN OF MENASHA	121906	31100	56	03-202-332	135.00	APA WEB CONFERENCE
Check Date	12/28/2006	Check Nbr	010818		Check Total:	135.00
13716 MOBILE OFFICE DESIGNS INC	06-1680	31100	52	08-101-295	539.92	PARTS
Check Date	12/28/2006	Check Nbr	010819		Check Total:	539.92
13755 MORTON SAFETY	128459	31731	54	10-149-300	47.86	EYEWASH
Check Date	12/28/2006	Check Nbr	010820		Check Total:	47.86
14205 CITY OF NEENAH TREASURER	122706	31100	52	05-201-250	222,210.00	FIRE RESCUE SERVICES
Check Date	12/28/2006	Check Nbr	010821		Check Total:	222,210.00

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16025 PACKER CITY INTERNATIONAL	3263330068	31731	54	10-149-383	12.08	LIGHTS
	3263340065	31731	54	10-149-383	137.76	SEAL/FILTER
	3263350002	31731	54	10-149-383	8.47	LIGHT
	3263330010	31731	54	10-149-383	22.10	CLP/PIPE
	3263340005	31731	54	10-149-383	137.39	PIPE
	3263380045	31731	54	10-149-383	367.75	SUPPLIES
Check Date	12/28/2006	Check Nbr	010822	Check Total:	685.55	
16095 PARTS ASSOCIATES INC	PAI0597026	31731	54	10-149-300	184.59	CABLE TIES/DRILL BITS/MISC
Check Date	12/28/2006	Check Nbr	010823	Check Total:	184.59	
16460 MIKE PORTER	122706	31201	54	10-301-212	637.50	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010824	Check Total:	637.50	
18370 RIESTERER & SCHNELL INC	472055	31741	19	04-530-000	5,895.00	
Check Date	12/28/2006	Check Nbr	010825	Check Total:	5,895.00	
18430 ROLAND MACHINERY CO	21027763	31731	54	10-149-383	6,888.89	CIRCLE WELDMENT
Check Date	12/28/2006	Check Nbr	010826	Check Total:	6,888.89	
18535 JOE RYAN	122706	31201	54	10-301-212	662.50	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010827	Check Total:	662.50	
19005 S&R COMPOST SERVICES INC	016481	31266	54	10-308-216	9,111.05	MACHINE HOURS/FUEL
Check Date	12/28/2006	Check Nbr	010828	Check Total:	9,111.05	
19065 SAGE INC	213225	31100	52	08-101-295	24.00	MEDECO KEY
Check Date	12/28/2006	Check Nbr	010829	Check Total:	24.00	

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19146 COREY SCHEFFLER	122706	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010830	Check Total:	675.00
19185 SCHMIDT ENGINEERING & EQUIPMEN	123561	31731	54	10-149-383	1,250.34	BEARINGS/BUSHINGS/PINS
	Check Date	12/28/2006	Check Nbr	010831	Check Total:	1,250.34
19242 DAVID SCHWAEGLER	122706	31201	54	10-301-212	655.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010832	Check Total:	655.00
19370 DR TERESA SHOBERG	122706	31100	53	09-102-215	150.00	CITY PHYSICIAN JANUARY
	Check Date	12/28/2006	Check Nbr	010833	Check Total:	150.00
19688 STEVEN M STEINMETZ	112106	31201	54	10-301-212	430.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010834	Check Total:	430.00
19704 JASON STOFFEL	122706	31201	54	10-301-212	625.00	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010835	Check Total:	625.00
19748 TIM STYKA	122606	31100	52	08-101-191	2,000.00	REIMBURSE SCHOOL
	Check Date	12/28/2006	Check Nbr	010836	Check Total:	2,000.00
21035 KRISTIN UJAZDOWSKI	122706	31201	54	10-301-212	79.90	REIMBURSE SUMP PUMP/PIT
	Check Date	12/28/2006	Check Nbr	010837	Check Total:	79.90
21226 US OIL CO INC	M71018	31731	54	10-149-300	549.45	PENZOIL MULTIVEH ATF
	L29622	31731	54	10-149-242	12.00	SAMPLE
	Check Date	12/28/2006	Check Nbr	010838	Check Total:	561.45

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21280 USCM PAYROLL PROCESSING	122806	31100	21	04-419-000	975.00	DEFERRED COMP
	Check Date	12/28/2006	Check Nbr	010839	Check Total:	975.00
22045 VALLEY CAMERA	21536	31100	52	08-101-300	10.50	PROCESSING
	Check Date	12/28/2006	Check Nbr	010840	Check Total:	10.50
22310 VARITECH INDUSTRIES INC	108943	31731	54	10-149-383	431.50	COUPLERS/VALVE/GAUGE
	Check Date	12/28/2006	Check Nbr	010841	Check Total:	431.50
22450 VISU-SEWER CLEAN & SEAL INC	18921	31201	54	10-301-822	11,250.00	MANHOLE GROUTING
		31201	54	10-301-822	-11,250.00	DUPLICATE PAYMENT
	Check Date	12/28/2006	Check Nbr	010842	Check Total:	0.00
23130 WAVERLY SANITARY DISTRICT	122106	31485	54	10-111-212	2,963.00	NATURE'S WAY
	122106	31485	54	10-111-212	1,322.00	NATURE'S WAY
	122106	31485	54	10-111-212	328.00	PROVINCE TERRACE
	122106	31485	54	10-111-212	847.00	PROVINCE TERRACE
	Check Date	12/28/2006	Check Nbr	010843	Check Total:	5,460.00
23152 WE ENERGIES	121906	31100	12	04-399-000	784.96	
	121906	31100	51	10-115-224	1,637.67	
	121906	31100	52	08-101-224	1,083.99	
	121906	31100	53	09-212-224	269.09	
	121906	31731	54	10-149-224	842.07	
	121906	31100	55	06-101-224	1,796.02	
	121906	31100	55	07-202-224	788.27	
	121906	31100	55	07-203-224	22.10	
	121906	31207	55	07-205-224	53.92	
	Check Date	12/28/2006	Check Nbr	010844	Check Total:	7,278.09

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23165 WEST PAYMENT CENTER	812632515	31100	51	02-103-322	92.70	INFORMATION CHARGES
Check Date	12/28/2006	Check Nbr	010845	Check Total:	92.70	
23275 WINNEBAGO COUNTY TREASURER	DECEMBER	31310	57	04-101-610	2,327.23	PRINCIPAL
	DECEMBER	31310	57	04-201-620	672.77	INTEREST
	DECEMBER	31457	21	04-101-000	1,500.00	
	DECEMBER	31310	57	04-101-610	1,513.00	PRINCIPAL
	DECEMBER	31310	57	04-201-620	637.00	INTEREST
Check Date	12/28/2006	Check Nbr	010846	Check Total:	6,650.00	
23310 WISCONSIN ALLIANCE OF CITIES	122706	31100	51	01-102-320	3,130.00	2007 MEMBERSHIP DUES
Check Date	12/28/2006	Check Nbr	010847	Check Total:	3,130.00	
23455 WISCONSIN SUPPORT COLLECTIONS	122806	31100	21	04-299-015	436.31	CHILD SUPPORT
	122806	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	12/28/2006	Check Nbr	010848	Check Total:	574.71	
26288 TOM ZELINSKI	122706	31201	54	10-301-212	78.00	REIMBURSE SUMP PUMP/PIT
Check Date	12/28/2006	Check Nbr	010849	Check Total:	78.00	
26350 ZEP MANUFACTURING CO	30270999	31731	54	10-149-300	55.18	ZEP 40
Check Date	12/28/2006	Check Nbr	010850	Check Total:	55.18	
Grand Total:					320,617.21	